

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

STACEY GARCIA,

Plaintiff,

vs.

HOWARD L. NEWMAN, DC,  
individually,

Defendants.

/

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, STACEY GARCIA, individually (“Garcia”), by and through undersigned counsel, sues Defendant, HOWARD L. NEWMAN, DC, individually (“Newman”), and for her causes of action, declares and avers as follows:

1. Garcia brings this action to recover from Defendant unpaid wages, including statutory minimum wages, liquidated damages, costs, and reasonable attorneys' fees, as well as for declaratory and injunctive relief, under the provisions of the FLSA, 29 U.S.C. § 201, *et seq.*, and specifically under 29 U.S.C. § 216(b).

2. Garcia is a US Citizen, a resident of Florida, and otherwise within the jurisdiction of this Court.

3. Newman is a US Citizen, a resident of Florida, and otherwise within the jurisdiction of this Court.

4. Subject matter jurisdiction is conferred on this Court by 28 U.S.C. § 1331 and 29 U.S.C. § 216(b).

5. Venue is appropriate in the Southern District, pursuant to 28 U.S.C. § 1391, as a substantial part of the events or omissions giving rise to the claim occurred in the Southern District

and Defendant resides in the Southern District.

6. At all times material hereto, Newman owned and operated Physicians Diagnostic & Rehabilitation Services, Inc., Newman's chiropractic practice, which also owns the fictitious name, [www.eastwestphysicians.com](http://www.eastwestphysicians.com) and in fact separately does business as East West Physicians ("East West Physicians").

7. At all times material hereto, Garcia provided licensed massage services for the benefit of Newman and East West Physicians (and their patients), but never paid Garcia for her services, in violation of federal and state minimum wage law.

8. At all times material hereto, Newman supervised employees and regularly exercised the authority to hire and fire employees; determine the work schedules of employees; set the pay rates of employees; and control the finances and operations of East West Physicians. By virtue of such control and authority, Newman is individually liable as an "employer" under the FLSA.

9. At all times pertinent to this Complaint, Defendant failed to comply with 29 U.S.C. § 201-19 in that Garcia performed hours of service for Defendant during one or more workweeks, for which Defendant failed to properly pay minimum wages.

10. The pay practices of Defendant, as described in the above paragraphs, violated the FLSA by failing to properly pay minimum wages to Garcia for those hours worked.

#### **COUNT I - RECOVERY OF MINIMUM WAGES**

11. Garcia reavers and realleges all allegations contained in paragraphs 1 through 10 above as if fully set forth herein.

12. Garcia is entitled to be paid minimum wages for each hour worked.

13. By reason of the willful and unlawful acts of Defendant, Garcia has suffered damages.

14. As a result of the Defendant's violation of the Act, Garcia is entitled to liquidated

damages in an amount equal to that which she is owed as minimum wages.

WHEREFORE, Garcia demands judgment against Defendant for the minimum wages due her for the hours worked by her for which she has not been properly compensated, liquidated damages, reasonable attorneys' fees, expenses, taxable court costs, and for all other relief the Court deems just and proper.

**PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES SO TRIABLE**

Respectfully submitted,

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